

**IN THE UNITED STATES DISTRICT COURT
FOR EASTERN DISTRICT OF PENNSYLVANIA**

ANDREW J. OKULSKI	:	
	Plaintiff	:
v.	:	NO. 20-CV-01328-WB
	:	
CARVANA, LLC; PAUL BREAUX;	:	
KATELYN GREGORY	:	
	Defendants	:

**NOTICE OF SUPPLEMENTAL EXHIBITS
TO BE ATTACHED TO**

**PLAINTIFF'S MOTION FOR RECONSIDERATION OF THIS HONORABLE
COURT'S AUGUST 24, 2020 ORDER GRANTING DEFENDANTS' MOTION TO
DISMISS AND FOR LEAVE TO FILE AN AMENDED COMPLAINT**

Plaintiff, Mr. Andrew J. Okulski, hereby submits respectfully this Notice of Supplemental Exhibits to be attached to his Motion for Reconsideration of this Honorable Court's August 24, 2020 Order Granting Defendants' Motion to Dismiss and For Leave to File an Amended Complaint.

Exhibit G: Records showing that Carvana had previously sold the Burden vehicle to Jason Deppen, and identified the seller not as CARVANA GA, but as CARVANA ROCHESTER NY. The records also show that soon after delivery damage was discovered, CARVANA confirmed the damage, and the vehicle was returned to Carvana – and then CARVANA resold the vehicle to Roger Burden misrepresenting it again as carefully inspected, CARVANA CERTIFIED and never in any accidents or damaged.

Exhibit H: Statement from Denise Alexander that she purchased the vehicle and signed the agreements not online but in-person in hard-copy form with a pen at the point of purchase.

Exhibit I: Statement from Nathan Crawley that he purchased the vehicle and signed the purchase agreement not online but in-person in hard-copy form with a pen at the point of purchase at CARVANA PITTSBURGH. The statement also explains that the vehicle was

delivered with a “tuner” installed that prevented the vehicle from passing state inspection and emission standards. The CARVANA CERTIFIED program and checklist promises that the had been inspected and would pass state inspection and emission standards.

BENSLEY LAW OFFICES, LLC

/s/William C. Bensley
William C. Bensley, Esquire
Attorneys for Plaintiff

Date: 10/19/2020